

9-031A010

CHICAGO AND



TRANSPORTATION COMPANY

No. JAN 31 1989

Date

Fee \$ 13.00

ICC Washington, D.C.

OFFICE OF THE SECRETARY
DIRECT DIAL NUMBER

12/559-6158

January 30, 1989
File No.: A-13181-A

16104-A

JAN 31 1989 - 11 00 AM

INTERSTATE COMMERCE COMMISSION

Ms. Noretta McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: Equipment Lease Agreement dated December 1, 1988 between Chicago and North Western Transportation Company and The Prudential Insurance Company of America.

Dear Ms. McGee:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment No. 1 to Equipment Lease Agreement dated December 1, 1988 as referenced above, covering certain changes as described therein and replacing Schedule A with a new Schedule A.

The names and addresses of the parties to the transaction are as follows:

1. The Prudential Insurance Company of America, Three Gateway, 100 Mulberry Street, Newark, NJ 07102.
2. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606.

The above-referenced Equipment Lease Agreement was recorded December 23, 1988 and assigned recordation number 16104.

Enclosed is our check for \$13.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterparts each showing recordation data to me.

Sincerely,

Lisa M. Fanelli

Lisa M. Fanelli
Assistant Secretary

Enclosures

cc: J. E. Voldseth
J. G. Marski
R. S. Morgan
M. H. Shumate
Arthur Andersen & Co.
ATTN: Joe Adams
csp26-1(19)

16104-A
AMENDMENT NO. 1 TO EQUIPMENT LEASE AGREEMENT 11 00 AM

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 1 TO EQUIPMENT LEASE AGREEMENT (the "Agreement") is dated as of the 1st day of December, 1988 and is by and between The Prudential Insurance Company of America, a New Jersey mutual insurance company (the "Lessor") and Chicago and North Western Transportation Company, a Delaware Corporation (the "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor and Lessee entered into an Equipment Lease Agreement dated as of December 1, 1988 ("the Lease"); and

WHEREAS, both Lessee and Lessor desire to amend the Lease to accurately reflect certain terms of the Lease.

NOW, THEREFORE, in consideration of the terms and conditions of the Lease, the sufficiency of which being hereby acknowledged, the Lessee and Lessor agree as follows:

1. Parts (a) and (b) of the fourth Paragraph following item (ix) of subsection (b) of Lessee Representations and Warranties of Section 28 of the Lease as found at page 54 is hereby deleted in its entirety and the following substituted therefore:

"(a) the failure of the Lessor to properly claim in a timely manner (including making all appropriate elections and filing all information returns required under the applicable income tax regulations) or to follow the proper procedure in claiming the Assumed Initial Tax Benefits (unless the Lessor shall have been advised by its tax counsel that in such tax counsel's opinion there is no reasonable basis for claiming any such credit or deduction), (b) the failure of the Lessor to have sufficient liability for income taxes or to have sufficient taxable income to benefit from the Assumed Tax Benefits after giving affect to all permitted tax loss carry forwards and carry backs,...."

2. Schedule A is hereby deleted in its entirety and the new Schedule A attached hereto is hereby made a part hereof and hereby incorporated as Schedule A to the Lease.

Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning ascribed to them in the Lease.

Except as amended by this Agreement, all other terms and conditions of the Lease shall remain in full force and effect.

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

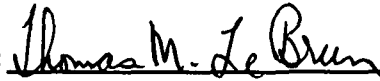
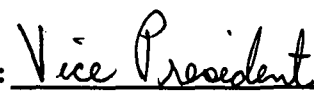
LESSOR:

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA
BY PRU-CAPITAL MANAGEMENT,
INC., ITS AGENT

[Corporate Seal]

ATTEST:


Assistant Secretary

By: 
Its: 


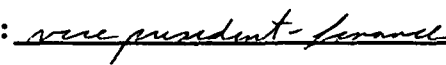
LESSEE:

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

[Corporate Seal]

ATTEST:


Assistant Secretary

By: 
Its: 

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 18th day of January, 1989, before me personally appeared T. A. Tingleff, to me personally known who signed the foregoing instrument on this day and, being by me duly sworn, says that he is a Vice President of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Faith P. Delgado
Notary Public

[Notarial Seal]

My Commission expires: ~~My Commission Expires Mar. 3, 1990~~

STATE OF NEW JERSEY)
) SS
COUNTY OF ESSEX)

On this 23rd day of January, 1989, before me personally appeared Thomas L. LeBrun, to me personally known, who signed the foregoing instrument on this day and, being by me duly sworn says that he is a Vice President of PRUCAPITAL MANAGEMENT, INC., AS AGENT FOR THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Diane C. Smith
Notary Public

[Notarial Seal]

DIANE C. SMITH
My Commission expires: A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 22, 1993

Equipment To Be Leased From
The Prudential Insurance Company of America

DESCRIPTION OF EQUIPMENT

Type	Model	Quantity	Estimated Cost For Each Unit (2)	Lessee's Identification Numbers (1)
Fully enclosed bi-level auto racks with extended height radial end doors	AB15164	35	29,014	540201 through 540235
Fully enclosed tri-1 auto racks with extended height radial end doors	AB15153	118	38,000	526001 through 526200
	AB15153	64	36,775	
	AB15153	18	36,538	

Time of Delivery: December, 1988 - June, 1989

Place of Delivery: To be determined at time of delivery

Builder: Thrall Car Manufacturing Company

- (1) There will be two sequential serial numbers on each rack.
- (2) Cost excludes freight charges for delivery to Lessee. Such charges will be included in builder's invoice(s) rendered prior to each closing.

All proceeds of the foregoing.

The collateral is the subject of an Equipment Lease Agreement dated as of December 1, 1988 between Chicago and North Western Transportation Company and The Prudential Insurance Company of America.

The filing of this financing statement is pursuant to 9-408 of the Illinois Uniform Commercial Code and shall not be a factor in determining whether the Equipment Lease Agreement is a security.